IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SECOND APPEAL No. 89 of 1985

For Approval and Signature:

HONOURABLE MR.JUSTICE R.S.GARG

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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KAMLABEN MOHANBHAI MISTRY, WIDOW OF MOHANBHAI - Appellant(s)
Versus
NIRANJANBHAI G MISTRY & 1 - Defendant(s)

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Appearance :

MR JD AJMERA for Appellant(s) : 1, 1.2.1, 1.2.2,1.2.3 MR RR TRIVEDI for Appellant(s) : 1, 1.2.1, 1.2.2,1.2.3
MR NK MAJMUDAR for Defendant(s) : 1, 1.2.1, 1.2.2,1.2.3
MS JAYSHREE C BHATT for Defendant(s) : 2,

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CORAM : HONOURABLE MR.JUSTICE R.S.GARG

Date : 29/09/2006

ORAL JUDGMENT

1. The parties are present in the Court. They have submitted consent terms. Shri J.D. Ajmera,

learned counsel for the appellant and Mr. N.K. Majmudar, learned counsel for the respondents submit that they have affixed their signatures to the consent terms. They also submit that the consent terms have been signed by their respective clients. I have gone through the consent terms. After going through the same, I must observe that the consent terms are in accordance with law, they do not violate any law, the same are not against any express provision of law and interest of any minor is not involved in the matter. The consent terms produced by the parties being in accordance with law, are accepted. The appeal stands disposed of in the following terms:-

[1] The appellant-original defendant No.1 gives up his right, title and interest on the land shown in yellow colour between C.D.E & F. [Map annexed with the consent terms] in favour of Respondent No.1-plaintiff. The measurements of the aforesaid land is on northern side 6'x 6”, on southern side 5'x 3” and on north-south 75'.

The plaintiff is in possession of the said land and shall be entitled to retain the possession.

[2] Respondent No.1-plaintiff gives up his right, title and interest of whatsoever nature in suit land Survey No. Paik 488/D, Tika No.10 shown in orange colour between A,B,C and D. The measurement of the said land on southern side is 28', on northern side 38' and on south-north side is 73'.10” and popularly known as D.P. Mistry land in the suit situated in Pij Bhagol, Nadiad. Respondent No.1-plaintiff also accepts appellant-Defendant No.1 as the owner of the above referred land which the Defendant No.1 has purchased from Defendant No.2 vide sale deed dated 25.9.72 which is registered on 4.10.72.

[3] The appellant assures the Respondent No.1 that he would see that the entry between D & E points would be closed by putting a wall within two months at his own expenses.

[4] The appellant agrees to purchase shed on the

suit land for Rs. 34,000/- [Rupees Thirty Four Thousand] for full and final settlement of the price of the said shed. The appellant shall pay the aforesaid amount to Defendant No.1 within one month from today.

[5] The appellant and Respondent No.1 agree that they shall not put up any window or door on the eastern side wall between Points C and D.

[6] The appellant and partner of the Respondent No.1 firm are in close relation and with a view to have amicable family solution between the parties and to resolve old disputes this consent terms has been arrived at which is in the interest of all the parties concerned and same shall be binding to their heirs and successors.

2. Let a decree be framed accordingly. The application dated 29.9.06 may be appended to it and shall form part of the decree.

[R.S. GARG, J.]

pirzada/-